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FILED

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6 Attorneys for Plaintiff  
UNITED VAN LINES, LLC

RICHARD W. WIEKING  
CLERK  
U.S. DISTRICT COURT  
NO. DIST. OF CA. S.J.

E-FILING

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT -- SAN JOSE BRANCH

10 UNITED VAN LINES, LLC, a Limited  
11 Liability Company

Case No.: 008 03277 HRL

12 Plaintiff,

13 v.

14 ALAN NOPAR and DOES 1-10,  
15 Inclusive,

16 Defendant.

COMPLAINT FOR (1) BREACH OF  
CONTRACT FOR INTERSTATE  
TRANSPORTATION AND (2) MONIES  
DUE AND OWING FOR WORK, LABOR  
AND SERVICE (UNJUST  
ENRICHMENT)

BY FAX

17  
18 TO DEFENDANT AND THEIR ATTORNEY OF RECORD:

19 COMES NOW PLAINTIFF, UNITED VAN LINES, LLC., ("UVL"), and  
20 hereby files this Complaint against Defendant, Alan Nopar (hereinafter "Nopar"),  
21 and states as follows:

22 JURISDICTION

23 1. This Court has original jurisdiction in this action by virtue of 28 U.S.C.  
24 §§ 1331 and 1337, as confirmed in *Thurston Motor Lines v. Rand*, 460 U.S. 583  
25 (1983) and 28 U.S.C. § 1367. This action involves the collection of transportation  
26 charges for a shipment moving in interstate commerce, pursuant to the Interstate  
27 Commerce Act of 1995, 49 U.S.C. §§ 13702, 13706 and 14705.

28 ///

2. The matters complained of herein and the liability of Defendant arise from the interstate carriage of certain household goods from Lake Worth, Florida to Redwood City, California. Nopar is the consignee listed on the Bill of Lading issued by UVL for the subject move and is responsible for the payment of the tariff charges incurred for the services rendered by UVL.

### **PARTIES**

3. UVL is a Missouri limited liability company with its principal place of business in Fenton, Missouri. UVL is a motor carrier of household goods and personal property by authority of the Surface Transportation Board and the I.C.C. Termination Act of 1995, 49 U.S.C. § 13101 et. seq.

4. Upon information and belief, Defendant, Nopar is an individual residing in Palo Alto, California.

### **VENUE**

5. Venue is proper in the United States District Court, Northern District of the State of California, in that Defendant resides in this District and a substantial part of the events and omissions giving rise to this action occurred in this District. 28 U.S.C. § 1391.

### **FIRST CAUSE OF ACTION FOR BREACH OF INTERSTATE TRANSPORTATION**

#### **CONTRACT AGAINST DEFENDANT**

6. UVL realleges and incorporates paragraphs 1 through 5 of the Complaint as if fully set forth herein.

7. The matter complained of herein and the liability of Nopar is predicated, inter alia, upon the interstate transportation of property by UVL, pursuant to UVL's Interstate Bill of Lading No. 78-00573-6 and UVL's duly published tariffs incorporated therein by reference. 49 U.S.C. §§ 13702 and 13706.

8. On or about December 20, 2006, Nopar entered into and accepted a contract with UVL for the interstate shipment of his household goods and effects

1 from Lake Worth, Florida to Redwood City, California. UVL Interstate Bill of  
2 Lading and Freight Bill No. 78-00573-6 was issued when the shipment was  
3 tendered to UVL. Defendant Nopar is listed as the consignee on the Bill of  
4 Lading.

5 9. The total amount owing for the services rendered by UVL is  
6 \$5,513.92.

7 10. The Bill of Lading set forth above expressly incorporates UVL's  
8 published tariffs.

9 11. The following terms are included in UVL's published tariffs and are  
10 also printed on the reverse side of the Bill of Lading entered into between UVL and  
11 Nopar:

12 "The shipper, and/or consignor, upon tender of the  
13 shipment to carrier, and the consignee, upon acceptance  
14 of delivery of shipment of carrier, shall be liable, jointly  
15 and severally, for all unpaid charges payable on account  
16 of a shipment in accordance with applicable tariffs or  
17 contract rate schedules including, but not limited to, sums  
18 advanced or disbursed by a carrier on account of such  
19 shipment."

20 12. Further, the Bill of Lading also provides:

21 "The extension of such credit to either shipper or  
22 consignee for such unpaid charges shall not thereby  
23 discharge the obligation of the other party to pay such  
24 charges in the event the party to whom credit has been  
25 extended shall fail to pay such charges."

26 13. On or about December 20, 2006, Nopar tendered to UVL the subject  
27 household goods for transportation in interstate commerce.

28 ///

1 14. On or about January 9, 2007, UVL delivered the subject goods to  
2 Nopar pursuant to the Bill of Lading issued for the subject transportation.

3 15. The transportation charges which remain unpaid and which are at  
4 issue are \$5,513.92.

5 16. The transportation services rendered at the request, and for the  
6 benefit, of Nopar were performed in accordance with the Bill of Lading and UVL's  
7 tariff provisions incorporated therein.

8 17. Nopar was the actual and beneficial owner or legal possessor and  
9 consignee of the household goods and effects for which the interstate  
10 transportation services were provided by UVL, pursuant to the Bill of Lading and  
11 UVL's published tariffs incorporated therein by reference. In accordance with 49  
12 U.S.C. §§ 13702 and 13706, UVL is obligated to collect, and Nopar is obligated to  
13 pay, the full applicable tariff charges due.

14 18. On or about January 9, 2007, Nopar accepted the household goods  
15 and effects delivered by UVL.

16 19. UVL has performed all the terms and conditions required by the Bill of  
17 Lading and there is due and owing the sum of at least \$5,513.92 as unpaid tariff  
18 transportation charges.

19 20. Despite timely and repeated demand, Nopar has breached the Bill of  
20 Lading by failing and/or refusing to pay UVL the outstanding transportation  
21 charges. As such, Nopar is liable to UVL in the sum of \$5,513.92 pursuant to the  
22 terms of the Bill of Lading and the Interstate Commerce Act of 1995, 49 U.S.C. §§  
23 13706 and 13707.

24 21. The unpaid amount owed is a liquidated amount which became due  
25 on a specified date; thus, UVL is entitled to pre-judgment interest at the legal rate  
26 of 9% per annum on such obligation from the date on which same became due  
27 through the date of judgment.

28 ///

22. WHEREFORE, UVL prays the Court for judgment in its favor and against Nopar for actual damages in the amount of \$5,513.92 as the evidence will show, together with interest at the legal rate of 9% per annum from the date due to the date of judgment, for the costs of this action, and for such other and further relief as the Court deems just and proper.

**SECOND CAUSE OF ACTION FOR UNJUST ENRICHMENT  
AGAINST DEFENDANT**

Plaintiff, for Count II of its Complaint against Defendant, states as follows:

23. UVL realleges and incorporates paragraphs 1-22 of the Complaint as if fully set forth herein.

24. For Nopar's benefit, UVL transported Nopar's household goods and effects in interstate commerce as outlined in the immediately preceding paragraphs. The services rendered by UVL will be referred to herein as "the subject transportation."

25. UVL rendered, for Nopar's benefit, work, labor, materials and services for which Nopar promised to pay the reasonable value thereof.

26. UVL has conferred a benefit upon Nopar by providing said transportation services as described above.

27. UVL, at the time it supplied Nopar with such services, had a reasonable expectation of being compensated therefore.

28. The services were conferred upon Nopar for his own benefit. If Nopar is allowed to retain these benefits, without compensating UVL therefore, Nopar will be unjustly enriched.

29. The reasonable value of the services performed by UVL for the benefit of Nopar is at least \$5,513.92, none of which has been paid despite UVL's repeated requests for same.

30. The unpaid amounts owed are liquidated amounts which became due on a specified date; thus, UVL is entitled to pre-judgment interest at the legal rate

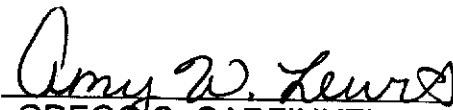
1 of 9% per annum on such obligation from the date on which its became due  
2 through the date of judgment.

3 31. WHEREFORE, UVL prays the Court for judgment in its favor and  
4 against Nopar for actual damages in the amount of at least \$5,513.92 as the  
5 evidence will show, together with interest at the legal rate of 9% per annum from  
6 the date of the invoice to the date of judgment, for the costs of this action, and for  
7 such other and further relief as the Court deems just and proper.

8  
9 DATED: July 3, 2008

10 STONE | ROSENBLATT | CHA  
11 A Professional Law Corporation

12 By:



13 GREGG S. GARFINKEL  
14 AMY W. LEWIS  
15 Attorneys for Plaintiff  
16 UNITED VAN LINES, LLC  
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JS 44 (Rev. 11/04)

**CIVIL COVER SHEET**

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

UNITED VAN LINES, LLC, a Limited Liability Company

**DEFENDANTS**

ALAN NOPAR and Does 1-10, Inclusive

(b) County of Residence of First Listed Plaintiff Missouri  
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE OF LAND INVOLVED.

Attorneys (If Known)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Amy W. Lewis  
STONE ROSENBLATT & CHA  
21550 Oxnard Street, Suite 700  
Woodland Hills, CA 91367  
(818) 999-2232

**E-FILED****C08 03277 HRL****II. BASIS OF JURISDICTION**

(Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES**  
(For Diversity Cases Only)

(Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT**

(Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other  <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) (405(g)) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input checked="" type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 476 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations/Welfare <input type="checkbox"/> 444 Amer. w/Disabilities - Employment <input type="checkbox"/> 445 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motion to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

**V. ORIGIN**

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Breach of Contract for Interstate Transportation (49 U.S.C. Sec. 13702, 13706 and 14705)

Brief description of cause:

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23  
 DEMAND \$ 5,514

☒ CHECK YES only if demanded in complaint:  
 JURY DEMAND: ☐ Yes ☒ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE

DOCKET NUMBER

SIGNATURE OF ATTORNEY OF RECORD

DATE July 7  
May 22, 2008

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE